



**PARTIES**

3. Defendants are without sufficient information to admit or deny the allegations contained in paragraph 3 of Plaintiff's First Amended Complaint.

4. Defendants admit the allegations contained in paragraph 4 of Plaintiff's First Amended Complaint.

5. Defendants deny the allegations contained in paragraph 5 of Plaintiff's First Amended Complaint.

6. Defendants admit the allegations contained in paragraph 6 of Plaintiff's First Amended Complaint.

7. Defendants deny the allegations contained in paragraph 7 of Plaintiff's First Amended Complaint.

8. Defendants deny the allegations contained in paragraph 8 of Plaintiff's First Amended Complaint.

9. Defendants deny the allegations contained in paragraph 9 of Plaintiff's First Amended Complaint.

10. Defendants deny the allegations contained in paragraph 10 of Plaintiff's First Amended Complaint.

**FACTS PERTINENT TO CAUSES OF ACTION**

11. Paragraph 11 of Plaintiff's First Amended Complaint does not require a response.

12. Defendants deny the first sentence in paragraph 12 of Plaintiff's First Amended Complaint and admit the remainder of the allegations contained in paragraph 12 of Plaintiff's First Amended Complaint.

13. Defendants admit the allegations contained in paragraph 13 of Plaintiff's First Amended Complaint.

14. Defendants are without sufficient information to admit or deny the allegations contained in paragraph 14 of Plaintiff's First Amended Complaint.

15. Defendants deny the allegations contained in paragraph 15 of Plaintiff's First Amended Complaint.

16. Defendants deny the allegations contained in paragraph 16 of Plaintiff's First Amended Complaint.

17. Defendants deny the allegations contained in paragraph 17 of Plaintiff's First Amended Complaint.

18. Defendants deny the allegations contained in paragraph 18 of Plaintiff's First Amended Complaint.

19. Defendants deny the allegations contained in paragraph 19 of Plaintiff's First Amended Complaint.

20. Defendants deny the allegations contained in paragraph 20 of Plaintiff's First Amended Complaint.

21. Defendants deny the allegations contained in paragraph 21 of Plaintiff's First Amended Complaint.

22. Defendants deny the allegations contained in paragraph 22 of Plaintiff's First Amended Complaint.

23. Defendants deny the allegations contained in paragraph 23 of Plaintiff's First Amended Complaint.

24. Defendants deny the allegations contained in paragraph 24 of Plaintiff's First Amended Complaint as phrased.

25. Defendants deny the allegations contained in paragraph 25 of Plaintiff's First Amended Complaint.

26. Defendants deny the allegations contained in paragraph 26 of Plaintiff's First Amended Complaint.

27. Defendants deny the allegations contained in paragraph 27 of Plaintiff's First Amended Complaint.

28. Defendants deny the allegations contained in paragraph 28 of Plaintiff's First Amended Complaint.

29. Defendants are without sufficient information to admit or deny the allegations contained in paragraph 29 of Plaintiff's First Amended Complaint.

30. Defendants deny the allegations contained in paragraph 30 of Plaintiff's First Amended Complaint.

31. Defendants deny the allegations contained in paragraph 31 of Plaintiff's First Amended Complaint.

32. Defendants deny the allegations contained in paragraph 32 of Plaintiff's First Amended Complaint.

33. Defendants deny the allegations contained in paragraph 33 of Plaintiff's First Amended Complaint.

34. Defendants deny the allegations contained in paragraph 34 of Plaintiff's First Amended Complaint.

35. Defendants deny the allegations contained in paragraph 35 of Plaintiff's First Amended Complaint.

36. Defendants deny the allegations contained in paragraph 35 of Plaintiff's First Amended Complaint.

**COUNT ONE**  
**BREACH OF WRITTEN CONTRACT**  
**(Against Defendants JetPay ISO and (as alter egos) JetPay, LLC and Trent Voigt)**

37. Paragraph 37 of Plaintiff's First Amended Complaint does not require a response.

38. Defendants deny the allegations contained in paragraph 38 of Plaintiff's First Amended Complaint.

39. Defendants deny the allegations contained in paragraph 39 of Plaintiff's First Amended Complaint.

40. Defendants deny the allegations contained in paragraph 40 of Plaintiff's First Amended Complaint.

41. Defendants deny the allegations contained in paragraph 41 of Plaintiff's First Amended Complaint.

42. Defendants deny the allegations contained in paragraph 42 of Plaintiff's First Amended Complaint.

**COUNT TWO**  
**BREACH OF ORAL CONTRACT**  
**(Against Trent Voigt and JetPay LLC)**

43. Paragraph 43 of Plaintiff's First Amended Complaint does not require a response.

44. Defendants deny the allegations contained in paragraph 44 of Plaintiff's First Amended Complaint.

45. Defendants are without sufficient information to admit or deny the allegations contained in paragraph 45 of Plaintiff's First Amended Complaint.

46. Defendants are without sufficient information to admit or deny the allegations contained in paragraph 46 of Plaintiff's First Amended Complaint.

47. Defendants deny the allegations contained in paragraph 47 of Plaintiff's First Amended Complaint.

48. Defendants deny the allegations contained in paragraph 48 of Plaintiff's First Amended Complaint.

49. Defendants deny the allegations contained in paragraph 49 of Plaintiff's First Amended Complaint.

50. Defendants deny the allegations contained in paragraph 50 of Plaintiff's First Amended Complaint.

51. Defendants deny the allegations contained in paragraph 51 of Plaintiff's First Amended Complaint.

**COUNT THREE**  
**MONEY HAD AND RECEIVED**  
**(Against All Defendants)**

52. Paragraph 52 of Plaintiff's First Amended Complaint does not require a response.

53. Defendants deny the allegations contained in paragraph 53 of Plaintiff's First Amended Complaint.

54. Defendants deny the allegations contained in paragraph 54 of Plaintiff's First Amended Complaint.

**COUNT FOUR**  
**TORTIOUS INTERFERENCE WITH EXISTING CONTRACT**  
**(Against All Defendants)**

55. Paragraph 55 of Plaintiff's First Amended Complaint does not require a response.

56. Defendants deny the allegations contained in paragraph 56 of Plaintiff's First Amended Complaint.

57. Defendants deny the allegations contained in paragraph 57 of Plaintiff's First Amended Complaint.

58. Defendants deny the allegations contained in paragraph 58 of Plaintiff's First Amended Complaint.

59. Defendants deny the allegations contained in paragraph 59 of Plaintiff's First Amended Complaint.

60. Defendants deny the allegations contained in paragraph 60 of Plaintiff's First Amended Complaint.

**COUNT FIVE**  
**VIOLATION OF THE TEXAS THEFT LIABILITY ACT**  
**(Against All Defendants)**

61. Paragraph 61 of Plaintiff's First Amended Complaint does not require a response.

62. Defendants deny the allegations contained in paragraph 62 of Plaintiff's First Amended Complaint.

63. Defendants deny the allegations contained in paragraph 63 of Plaintiff's First Amended Complaint.

64. Defendants deny the allegations contained in paragraph 64 of Plaintiff's First Amended Complaint.

65. Defendants deny the allegations contained in paragraph 65 of Plaintiff's First Amended Complaint.

66. Defendants deny the allegations contained in paragraph 66 of Plaintiff's First Amended Complaint.

**COUNT SIX**  
**NEGLIGENCE**  
**(Against All Defendants)**

67. Paragraph 67 of Plaintiff's First Amended Complaint does not require a response.

68. Defendants deny the allegations contained in paragraph 68 of Plaintiff's First Amended Complaint.

**AFFIRMATIVE DEFENSES**

69. Defendants would show as an affirmative defense that they have no contractual privity with Plaintiff.

70. Defendants would plead as an affirmative defense that Plaintiff has sustained no damages.

71. Defendants would plead as an affirmative defense that Plaintiff's claims are barred under the doctrines of waiver and laches.

72. Defendants would plead as an affirmative defense that there is a lack of consideration.

73. Defendants would plead as an affirmative defense that Plaintiff has not performed all conditions precedent.

74. Defendants would plead as an affirmative defense that there was no meeting of the minds.

75. Defendants would plead as an affirmative defense that the Plaintiff's claim is barred by the statute of frauds.

76. Defendants would plead as an affirmative defense that the Plaintiff's claims are barred under the doctrine of impossibility.

76. Defendants would plead as an affirmative defense that the Plaintiff has no damages.



**PRAYER**

**WHEREFORE, PREMISES CONSIDERED,** Defendants pray that upon trial of this cause, they be awarded judgment as follows:

1. That Plaintiff take nothing by its suit; and
2. All such other and further relief to which Defendants may show themselves justly entitled.

Respectfully submitted,

BY: /s/ Timothy M. Dortch  
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**COUNSEL FOR DEFENDANTS**

**CERTIFICATE OF SERVICE**

A true and correct copy of the foregoing instrument was served on all counsel of record via the CM/ECF program on the 12th day of February, 2016.

/s/ Timothy M. Dortch  
**TIMOTHY M. DORTCH**